

PROFESSIONAL SERVICES AGREEMENT

RESTORATIVE JUSTICE DEMONSTRATION GRANTS (\$100,000)

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

LAWNDALE CHRISTIAN LEGAL CENTER

CONTRACT NO. 1653-15268B

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Lawndale Christian Legal Center, doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Demonstration Grants (\$100,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"SubContractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1 Scope of Services
Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5 MBE/WBE Utilization Plan
Exhibit 6: Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence: \$ 1,000,000

General Aggregate: \$ 2,000,000

Completed Operations Aggregate: \$ 2,000,000

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 1, 2016 ("**Effective Date**") and continue until June 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.
- b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
69 West Washington Street, Suite 1100
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner, Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: Lawndale Christian Legal Center
1530 South Hamlin Avenue
Chicago, Illinois 60623
Attention: Cliff Nellis, Executive Director

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 1

SCOPE OF SERVICES

Section B: Executive Summary & Organization Chart

Since 2010, Lawndale Christian Legal Center (LCLC) has been exclusively serving teens and young adults, ages 24 and younger, in North Lawndale who are involved with the criminal justice system. LCLC provides integrated legal and social services, grounded in restorative justice, to help individuals walk through and away from the criminal justice system to become good citizens and community leaders. LCLC programs and services include legal representation, case management, after school programming, mentoring, workforce development, legal education, and mental health services.

LCLC has demonstrated fiscal responsibility and the ability to fulfill all requirements to successfully comply with grant funding and government contracts. LCLC has successfully managed contracts with the City of Chicago's Department of Family and Support Services, the Cook County Justice Advisory Council, the Cook County Juvenile Probation Department, the Illinois Criminal Justice Information Authority, and many private foundations including Chicago Community Trust, Get IN Chicago, and others. LCLC's largest contract to date is \$117,000.

LCLC's services are based on an integrated team approach, so it was only natural that in 2015, LCLC established a Community Restorative Justice Hub (RJ Hub) in North Lawndale to better serve court involved teens and young adults. The RJ Hub is composed of 26 community based service providers, local government leaders, schools, police, and residents in North Lawndale.

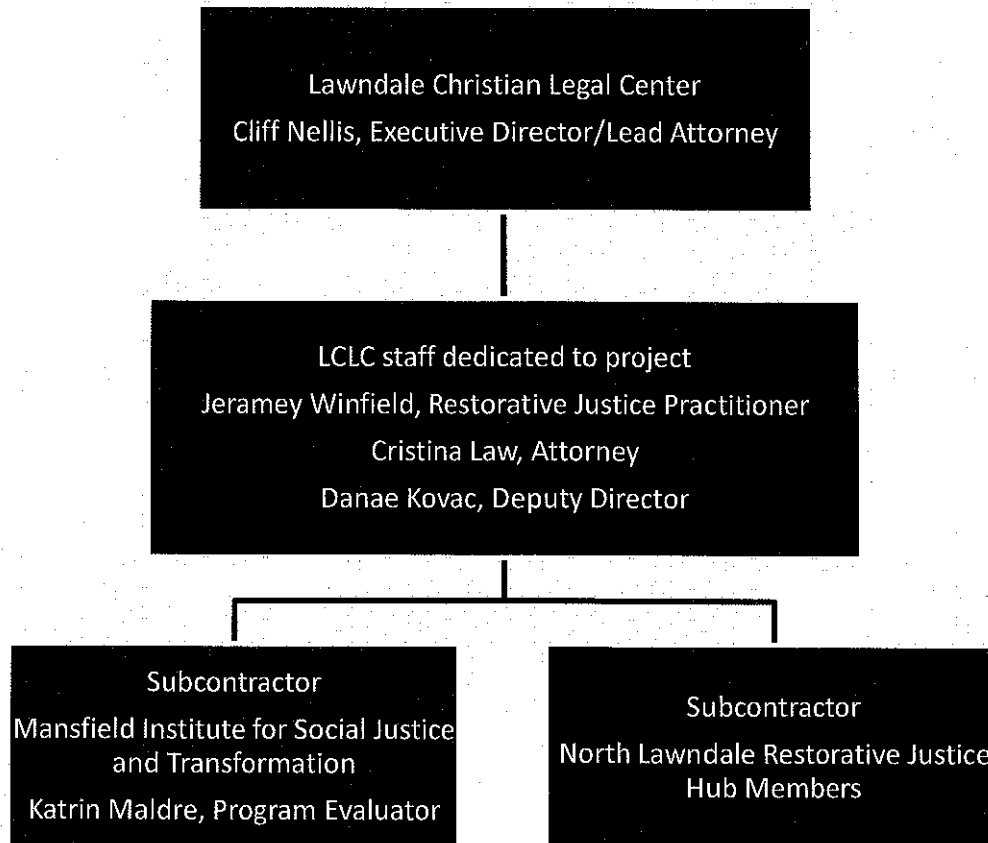
LCLC is partnering with the Circuit Court of Cook County to launch the County's first Restorative Justice Community Court (RJCC). The RJCC will be located in North Lawndale and serve nonviolent misdemeanor and felony offenders, ages 18-24. The RJCC is a collaboration

between the criminal justice system and the community with a uniquely high level of community involvement in the planning and implementation and a basis in restorative justice. The RJCC is an alternative means of holding young adults accountable and follows a restorative justice model which emphasizes the ways in which crime harms relationships in the context of community and brings together the people most impacted by the conflict to resolve it.

Under this RFP, LCLC's proposed program seeks to grow community capacity to successfully implement the RJCC by: 1) piloting a collaborative service model for court-involved young adults, 2) engaging in the RJCC strategy team, 3) training RJ Hub members, and 4) rigorous evaluation.

The program will be led by LCLC Executive Director/Lead Attorney, Cliff Nellis. Mr. Nellis will be supported by Jeramey Winfield, Restorative Justice Practitioner; Cristina Law, Attorney; and Danae Kovac, Deputy Director.

LCLC will subcontract with the Mansfield Institute for Social Justice and Transformation for evaluation. LCLC will also subcontract with RJ Hub members to provide services for young adults served under this RFP.



Section C: Description of Problem and Target Population

Crime in Chicago is concentrated in racially segregated and economically distressed neighborhoods, where residents have disproportionate contact with police. Among these areas is the west side neighborhood of North Lawndale. North Lawndale is geographically bounded by the Eisenhower Expressway (north) to Cermak Rd. (south) and Western Ave. (east) to Cicero Ave. (west). According to the 2010 Census, North Lawndale is 91% African American, 6% Hispanic, and 3% other.

North Lawndale is notorious for its high crime rates and disproportionate involvement in the criminal justice system for both juveniles and adults. According to the Chicago Tribune Crime in Chicagoland chart, which aggregates Chicago Police Department data, North Lawndale currently ranks second among Chicago's 77 community areas for both violent and quality of life crimes. In 2015, according to the Chicago Police Department, North Lawndale accounted for more than 10% of arrests for nonviolent crime in the City of Chicago.

The intersection of race and age put African American young adults in North Lawndale at high risk for involvement in the criminal justice system.

In the City of Chicago, African American juveniles are five times more likely to be arrested than Hispanic youth and ten times more likely to be arrested than white youth. According to the Chicago Police Department, in 2010, there were 1,348 juvenile arrests in the 10th district and 2,141 juvenile arrests in the 11th district, the two police districts which serve North Lawndale.

This disproportionate representation continues into early adulthood. In Illinois, in 2013, 18-24 year olds made up less than 10% of the state population but accounted for 34% of total

adult arrests. In Cook County, African Americans young adults are 3.44 times more likely to be arrested than their white peers. At Cook County Jail, the second largest single site jail in the United States, young adults, ages 17-25 years old, make up 35% of Jail admissions. While more than half of the individuals released from the Cook County Jail, 53%, will return within three years, the percentage is even higher, 60%, for youth and young adults ages 15-25.

Researchers focused on brain development have found that 18-24 year olds stand out as a distinct developmental group with heightened impulsive behavior, risk taking, and poor decision making. Young adults are also more likely to be disconnected from school and work, social systems which can provide stability and encourage positive pro-social development. In Chicago, one in four African Americans, ages 16-24, is disconnected from both school and employment. In North Lawndale, almost 60% of young adults are unemployed.

Therefore, the current proposal for a Restorative Justice Community Court (RJCC) in the North Lawndale area targets young adults, ages 18-24, arrested for nonviolent felony and misdemeanor offenses. Non-violent offenders contribute to overcrowding both within the Cook County Jail and Illinois prisons. Non-violent offenses comprise over 71% of Jail admissions and almost 70% of Illinois prison inmates.

While Cook County has been a pioneer in juvenile justice reform, the implementation of restorative justice and community court principles in adult courts is new. Several problem-solving courts serving adults, including Drug Courts, Mental Health Courts, and Veterans Courts, endeavor to understand the impact of factors like traumatic life experiences and co-occurring substance abuse or mental health disorders to focus on rehabilitation. However, none of these courts are community based or practicing restorative justice.

The Restorative Justice Community Court is a new and unique partnership between the Circuit Court of Cook County and the North Lawndale community, led by Lawndale Christian Legal Center (LCLC). Preliminary data has indicated that restorative justice is effective in reducing recidivism rates. Bradshaw and Rosenborough (2005) found a 26% reduction in recidivism rates among individuals that had completed restorative justice programs, in comparison to a 10% reduction in recidivism rates proffered by the traditional justice system. Additionally, The Youth Justice Board for England and Wales (2004) found that restorative justice programs promoted successful conflict resolution.

Since inception, LCLC has exclusively served North Lawndale teens and young adults, ages 24 and younger, who are involved in the criminal justice system including police station diversion, pending cases in juvenile and adult criminal courts, probation, supervision, and parole. Thus, LCLC's existing client population can be used as a basis for predicting demographics of participants served through this grant. Clients served are overwhelmingly young men of color. In 2015, LCLC's clients were 97% African American and 92% male.

Clients reflect the broader statistics of their neighborhood. North Lawndale is notorious for leading Chicago in high rates of child poverty, high school dropouts, and neighborhood violence. According to a 2011 report commissioned by the Steans Family Foundation, over 71% of children and youth in North Lawndale live below the poverty line, and the 2010 Census reports that the median household income is \$25,797. Chicago Public Schools data shows a 33% high school dropout rate in North Lawndale high schools, and currently the violent crime rate is 2.7 reports per 1,000 residents, Chicago's second highest.

Section D: Proposed Program & Implementation Schedule

Lawndale Christian Legal Center (LCLC) is partnering with the Circuit Court of Cook County to launch the County's first Restorative Justice Community Court (RJCC). The RJCC will be located in North Lawndale and serve nonviolent misdemeanor and felony offenders, ages 18-24. The RJCC is a collaboration between the criminal justice system and the community with a uniquely high level of community involvement in the planning and implementation and a basis in restorative justice.

LCLC anticipates that RJCC implementation will begin in June 2016, due to a pending grant proposal with the Center for Court Innovation (CCI) submitted by the Circuit Court. The CCI grant will provide two years of technical assistance, training, and funding to hire a RJCC Coordinator, create a Steering Committee, and launch the RJCC in spring 2017. It is our understanding that the Circuit Court is committed to the success of the RJCC and funding beyond the term of the CCI grant period.

Cases may be referred to the RJCC at various stages of prosecution, but ideally will be referred at the earliest stage possible, such as arrest or bond court, to reduce reliance on detention and incarceration. Both criminal justice system staff and community representatives will participate in identifying appropriate candidates for the RJCC, and the defendant must be a willing participant in the process. After an initial status hearing, a restorative justice conference date will be set at a community location. The RJ conference/circle will take place within 60 days of assignment and will be confidential; this confidentiality requirement will be codified by Circuit Court Rule. The victim will be encouraged to participate, may participate by proxy, or a victim surrogate (possibly community members) may participate. A Repair of Harm (ROH)

Agreement, which memorializes the agreements of the parties for moving forward, repairing harm, and encouraging reintegration, will be completed within six months of the initial circle. A progress circle will be held at a community location within 30 days of the ROH agreement.

North Lawndale was selected as the pilot community for the RJCC because of the well-established Community Restorative Justice Hub (RJ Hub). Led by LCLC, the RJ Hub is comprised of 26 community based service providers, local government leaders, schools, police, and residents in North Lawndale. RJ Hub members are committed to restorative justice principles and practices to increase community engagement, competency development, and accountability with young adults involved in the criminal justice system. RJ Hub member organizations provide a variety of services that will be incorporated into a RJCC defendant's individualized treatment plan. The RJ Hub in North Lawndale is part of a consortium of restorative justice hubs, led by a city-wide RJ Hubs Leadership Circle.

Restorative justice emphasizes the ways in which crime harms relationships in the context of community and brings together the people most impacted by the conflict to resolve it. Restorative justice gives priority to repairing the harm done to victims and communities. Offender accountability is defined in terms of assuming responsibility and taking action to repair harm. Reparation ordered may be in the form of restitution, community service hours, written letters of apology, or victim/perpetrator meetings. This approach also helps to reintegrate the offender back into the community and involves connecting them with community based services.

LCLC's proposed program seeks to grow community capacity to successfully implement the RJCC by: 1) piloting a collaborative service model for court-involved young

adults, 2) engaging in the RJCC strategy team, 3) training RJ Hub members, and 4) rigorous evaluation.

Pilot Collaborative Service Model for Court Involved Young Adults: Defendants in the RJCC will be assessed with an evidence based risk assessment (to be selected) to address their criminogenic needs, linked to services provided by RJ Hub members, and supervised by case workers in the Court Social Services department. From June 2016 to February 2017, the RJ Hub will pilot a collaborative service model in advance of the RJCC launch which will engage young adults, ages 18-24, involved in the criminal justice system and referred by RJ Hub members. The pilot program will follow a needs assessment process similar to what the RJCC will utilize. Once the RJCC launches (anticipated spring 2017), the RJ Hub will receive referrals through the RJCC. Services offered by the RJ Hub include case management services, mental health counseling, substance abuse treatment, community service opportunities, job training and placement, legal services, housing, after school programming, mentoring, educational enrollment, family support, sports programs, and residential treatment. Based on the unique needs of each individual, LCLC will subcontract with RJ Hub member organizations to connect the individual to services. Letters of support from potential subcontractors have been included in Proposal Section G. Through the pilot program and RJCC referrals, the RJ Hub will serve at least 25 young adults during the grant year. This part of the project will be led by LCLC RJ Practitioner, Jeramey Winfield, and LCLC Attorney, Cristina Law.

Engage in RJCC Strategic Planning Process: Implementation of the RJCC will begin with the creation of a Steering Committee in June 2016 composed of criminal justice stakeholders including the offices of the Cook County State's Attorney, Public Defender, court

administrators, the Resource Section, LCLC, and other community representatives. All stakeholders have already pledged support via the Center for Court Innovation proposal. The Steering Committee will be led by the Honorable Judge Colleen Sheehan. From June 2016 to February 2017, the steering committee will conduct a needs assessment and create a project implementation plan in conjunction with the Center for Court Innovation. The Steering Committee will also be responsible for developing the RJCC referral process, selecting the court location, and engaging in extensive community outreach. Joint power sharing between the justice system and community stakeholders makes this process unique, and community input will be led by LCLC Executive Director/Lead Attorney, Cliff Nellis.

Training: During the grant year, RJ Hub members will receive training on restorative conferencing, peace circles, and other restorative justice topics that will build community capacity. Training will be provided and funded through the RJ Hubs Leadership Circle Training Academy. The training schedule will be determined in conjunction with the RJ Hubs Leadership Circle but is tentatively scheduled for September – November 2016. This part of the project will be led by LCLC Deputy Director, Danae Kovac, who sits on the Training Academy Committee.

Evaluation: LCLC will engage the Mansfield Institute for Social Justice and Transformation (MISJT) at Roosevelt University to provide third-party evaluation. MISJT will evaluate implementation of the RJCC in two phases: 1) formative evaluation of the RJCC planning process, and 2) quantitative evaluation of the RJCC functioning. Evaluation will begin immediately upon receipt of funding and will be led by MISJT Senior Program Evaluator, Katrin Maldre. Data garnered from the evaluation will help identify project strengths and areas of improvement as we look toward project sustainability and replication in other communities.

Section E: Expected Outcomes

The Mansfield Institute for Social Justice and Transformation (MISJT) at Roosevelt University in collaboration with Lawndale Christian Legal Center (LCLC) will create an evaluation plan for the Restorative Justice Community Court (RJCC) functioning, which will include assessment of the initial training for both the Court and community personnel; extent to which the local community is prepared to collaborate with the new Court and vice versa; and the referral procedures and information management processes are streamlined. It will focus on community's role as the Court partner, its readiness to bring together and engage all parties in administration of justice, and to link offenders to locally-based services that are tailored to individual needs. The evaluation plan includes development (or selection) of assessment tools that will be used in the RJCC and assessment of service delivery (numbers and types of clients served, types and effectiveness of services provided by community). Specific goals and objectives are presented below.

Goal 1: Establish Cook County's first Restorative Justice Community Court in partnership with LCLC and the North Lawndale Restorative Justice Hub (RJ Hub).

Objective 1.1: Convene a Steering Committee and train Court and Community personnel in restorative justice.

Outcome: By the end of the grant period, a functioning Steering Committee has been formed with strong Court-Community relationships. 15 people have been trained in restorative justice practices.

Objective 1.2: Find the most appropriate/feasible location for the RJCC by the end of 2016.

Outcome: No later than March 2017, a physical location has been secured and the RJCC is ready to launch.

Objective 1.3: Create effective data management/exchange systems by the end of the planning process.

Outcome: The data management systems between the RJCC and North Lawndale RJ Hub have been developed and streamlined, referral procedures are clear, measurement instrument(s) selected and reporting requirements finalized.

Goal 2. Decrease the criminal justice system involvement among young adults in North Lawndale and develop pro-social attitudes.

Objective 2.1: By the end of the grant period, the RJ Hub in North Lawndale has started to provide individualized services for 25 court-involved young adults.

Outcome: All 25 young adults have individualized service plans designed to help them develop competencies, build relationships in the community, and increase community protection. Each service plan includes no less than three connections to services provided by RJ Hub members.

Objective 2.2: Young adults served have an increased sense of community connection and a more empathic outlook.

Outcome: Young adults served report more knowledge about community resources, perceptions of more social support, understanding the impact of the harm caused, and score higher on empathy scale.

LCLC will utilize its online RJ Hubs database to track young adults served, demographics, services received, and completion of services. LCLC will also develop/select survey instruments with MISJT to measure changes in social support and empathy.

Section G: Qualifications of the Proposer

Lawndale Christian Legal Center (LCLC) was conceived in 1978, when members of Lawndale Community Church surveyed a group of North Lawndale residents about their greatest needs. The residents listed inexpensive health care, a basketball gym, improved housing, and competent and affordable legal services. Within a decade, the church founded a thriving medical center, fitness center with a basketball gym, and development corporation. It wasn't until April 2010, however, that the church had the means to establish LCLC as a separate 501c3 non-profit with Cliff Nellis, a resident of North Lawndale and graduate of the University of Chicago Law School, as the Lead Attorney and Executive Director.

Concurrently with its incorporation, LCLC conducted several youth focus groups, where youth identified the need for a comprehensive approach to their social needs in addition to legal services. In response to these focus groups, as well as published data on the effectiveness of holistic programs in reducing recidivism, LCLC was established to take a holistic approach to walking court-involved youth through – and away from – the criminal justice system to become good citizens and leaders of the community. LCLC's vision is to raise up justly treated youth who are embraced by their families and community, restored from trauma, empowered to lead, and free from the criminal justice system.

LCLC is truly community based, working only with clients in the Lawndale area. LCLC also works exclusively with teens and young adults, ages 24 and younger, who are involved in the criminal justice system. In 2015, LCLC served 190 youth, who were predominately young African American men. Youth served were 97% African American and 92% male.

LCLC provides integrated legal and social services, grounded in restorative justice, that surround youth with a multi-pronged support system enabling them to affirmatively exercise their legal rights during trial and successfully comply with court ordered sentences while pursuing educational and vocational achievement. LCLC integrates case management, mentoring, job training, mental health services, tutoring, peer groups, peace circles, and community service with zealous legal representation for court involved youth. LCLC attorneys work closely with case managers, mentors, educational advocates, probation officers, and others to provide comprehensive services to youth unavailable elsewhere.

Restorative justice is the underpinning to all LCLC services, and LCLC has been part of the city-wide Community Restorative Justice Hubs Leadership Circle since 2013. With the support of the Leadership Circle, LCLC launched the North Lawndale Community Restorative Justice Hub in January 2015, bringing together twenty-six community service providers, local officials, schools, police, and residents. LCLC has also met regularly since early 2015 with the Honorable Judge Colleen Sheehan and other stakeholders to plan and discuss the implementation of a Restorative Justice Community Court in North Lawndale.

LCLC has grown to currently have fifteen full-time and three part-time staff members and is served by an eleven-member Board of Directors, an Advisory Board of professionals that includes seasoned attorneys, social service providers, and educators; and a corps of volunteers that serve in various capacities. LCLC is strategically housed in a youth center located in North Lawndale, a location familiar to the community and friendly to youth.

LCLC has successfully managed contracts and grants, meeting all program and fiscal requirements, with the City of Chicago's Department of Family and Support Services, Cook

County Juvenile Probation Department and Justice Advisory Council, Illinois Criminal Justice Information Authority, Get IN Chicago, and many private foundations.

References:

1) Carol Braz, Deputy Chief Probation Officer, Cook County Juvenile Probation Department
1100 S. Hamilton, Chicago, IL 60612, 312-433-7859, carol.braz@cookcountyil.gov

Dollar Value of Project: \$131,433; LCLC provides weekday and Saturday sanction and intervention programming as part of the Detention Reduction Project to serve youth on juvenile probation in North Lawndale.

2) Earline Whitfield Alexander, Senior Manager of Youth Services, City of Chicago
Department of Family and Support Services
1615 W. Chicago Ave., Chicago, IL 60622, 312-746-7474, earline.whitfield-alexander@cityofchicago.org

Dollar Value of Project: \$95,000; LCLC has two contracts with the City of Chicago. One provides after school programming and case management for 45 court-involved juveniles, ages 18 and younger. The other provides leadership development and mentoring for 24 at-risk, including court-involved, males, ages 14-18.

3) Toni Irving, Executive Director, Get IN Chicago
225 N. Michigan, Ste 2200, Chicago, IL 60601, 312-616-8000 ext. 261, tirving@getinchicago.org
Dollar Value of Project: \$117,000; LCLC provides integrated intensive mentoring and legal services for 50 court-involved youth, ages 13-18.

Section H: Key Personnel

This project will be led by Lawndale Christian Legal Center (LCLC) Executive Director/Lead Attorney, Cliff Nellis. As project lead, Mr. Nellis leads the North Lawndale Restorative Justice Hub (RJ Hub), is the main point of contact with the Circuit Court partners in planning the Restorative Justice Community Court, and supervises LCLC staff assigned to this project.

The following LCLC staff will also be committed to this project:

- Jeramey Winfield, Restorative Justice Practitioner, supports Mr. Nellis in administration of the North Lawndale Restorative Justice Hub, including bringing together RJ Hub members for regular meetings, ensuring strong collaboration and communication to jointly serve young adults, and gathering needed data.
- Cristina Law, Attorney, provides zealous and competent legal services for young adults served under this project, one of many services that court-involved young adults need. Ms. Law will help to coordinate services through the collaborative service model.
- Danae Kovac, Deputy Director, bears primary responsibility for fiscal management, reporting, and contract compliance. Ms. Kovac will also help to coordinate the training part of the project.

Evaluation will be led by Katrin Maldre, Senior Program Evaluator at the Mansfield Institute for Social Justice and Transformation at Roosevelt University.

CLIFFORD M. NELLIS



EDUCATION:

TRINITY INTERNATIONAL UNIVERSITY, Deerfield, IL
M. Div. Awarded December 2009

THE UNIVERSITY OF CHICAGO LAW SCHOOL, Chicago, IL
J.D. Awarded June 2000

ILLINOIS WESLEYAN UNIVERSITY, Bloomington, IL
B.A. Philosophy and English, minor in Political Science May 1997
Piano Scholarship and Varsity Athletics in Football and Swimming

EXPERIENCE:

Executive Director/Lead Attorney December 2009-Present
Lawndale Christian Legal Center, Chicago, IL – Founded non-profit legal center that provides holistic legal services for youth and young adults involved in the juvenile and adult criminal courts. Serve both as Lead Attorney on criminal cases as well as the Executive Director of the organization.

Director of Youth Ministries November 2005-October 2008
Long Grove Community Church, Long Grove, IL – Lead the junior high and high school youth group.

Youth Director January 2003 – October 2005
St. Peter United Church of Christ, Lake Zurich, IL – Lead the high school youth group.

Judicial Clerkship August 2000 - August 2002
The Hon. Edward W. Nottingham, U.S. District Court for the District of Colorado, Denver, CO
Wrote Judge's opinions on civil motions for summary judgment and motions to dismiss, and criminal motions for suppression.

INTERNSHIPS:

**Compassion and Justice Internship with Cabrini Green Legal Aid
and Law Offices of Dan Radakovich** September 2009-December 2009
Through Trinity Evangelical Divinity School's internship program, I worked full-time in CGLA's criminal records division and with criminal defense lawyer, Dan Radakovich.

Fundraiser for Firehouse Community Arts Center

August 2009

I rode my bicycle from Chicago, IL to Bozeman, MT for the Firehouse Community Arts Center

Urban Youth Ministry Field Education

January 2009-May 2009

GRIP Outreach for Youth, Chicago, IL – Coach in youth outreach ministry near Cabrini Green.

Cross-Cultural Field Education

January 2008-July 2008

Long Grove Community Church and Lawndale Community Church, Chicago, IL – Led youth group from Long Grove to repair two homes in Lawndale with youth from Lawndale.

Fund-Raiser for Salvation Army

August 2002 - December 2002

I rode my bicycle from Denver, CO, to San Diego, CA, to Miami, FL, for The Salvation Army.

Summer Associate

Summer 1999

Jones, Day, Reavis & Pogue, Chicago, IL – Practiced corporate civil litigation.

Summer Associate

Summer 1998

Burroughs, Hepler, Broom MacDonald & Hebrank, Edwardsville, IL – Practiced corporate and private civil litigation.

Jeramey D. Winfield



Education

Colby Sawyer College– New London, NH

May 2014 Bachelors of Arts Degree in Communication Studies

Work Experience

October 2015- Present Lawndale Christian Legal Center- Restorative Justice Practitioner

- Provide peace circles, including victim- offender mediation, for LCLC youth
- Train, coach, and consult LCLC staff in further developing RJ practices
- Execute administration duties for monthly café meetings for North Lawndale Community RJ Hub
- Manage all data and records for North Lawndale Community RJ Hub
- Coordinate all monthly cafés for the North Lawndale Community RJ Hub

August 2013- October 2015 North Lawndale College Prep. Substitute Teacher/ “Learning to Rise” Facilitator

- Administer all classwork to students, upholding all normal classroom expectations
- Monitor students daily behavior
- Coach students through conflict resolution to restore peace in learning environment
- Conducted periodic peace circles

June 2010 North Lawndale College Prep

Teacher Assistant for North Lawndale College Prep. Summer School Program

- Assisted the teacher with copying, grading and attendance
- Communicated with students on behalf of the teacher when the teacher was absent or the students had issues
- Maintained all rules and regulations established by the principal

July 2010–September 2010 (Network for Teaching Entrepreneurship)

Internship

- Assisted in creating a video with alumni used for fundraising purposes for the NFTE Chicago scholarship fund
- Developed scholarship application and recruitment materials for upcoming school year
- Managed administrative tasks within the NFTE Chicago office

2006-2007 North Lawndale College Prep

(Summer) Office Assistant

- Performed administrative work
- Answered phones, stocked supplies, separated and took book orders
- Labeled and inserted information for mailings
- Created flyers and word documents

Volunteer Work

2009-2013 Colby- Sawyer College

Admissions Ambassador/ Assistant Student Events Coordinator

- Coordinated campus visits, tours and panels
- Assisted with planning social and cultural events for the campus, as well as leadership initiatives
- Solicited volunteers and helping hands for the execution of perspective events

Skills

- Adobe InDesign, Adobe Photoshop, Adobe Illustrator -Microsoft Office
- Professional Trainer for Peace Initiatives at North Lawndale Charter High School

CRISTINA LAW

EDUCATION

Northwestern University School of Law, Chicago, IL

Juris Doctor, *cum laude*, May 2015

- Justice John Paul Stevens Public Interest Fellowship, Recipient
- JOURNAL OF CRIMINAL LAW AND CRIMINOLOGY, Executive Articles Editor
- Student Public Interest Fellowship Program, Auction Support Chair and Alumni Dinner Committee

Cornell University, Ithaca, NY

Bachelor of Arts, May 2011

- Major: Government; Minors: Law and Society; Inequality Studies
- Cornell Prison Education Program; Cornell Public Service Center; Women's Varsity Soccer
- IES Abroad Program, Universidad de Salamanca, Spain

EXPERIENCE

Lawndale Christian Legal Center, Chicago IL

Staff Attorney/Pritzker Fellow, September 2015 – Present

- Provide legal services grounded in restorative justice to youth 24 and younger from North Lawndale involved in the juvenile or adult criminal justice system
- Handle a caseload of 30-40 cases at a time
- Manage cases through all phases of the judicial process from initial interviews with clients, preliminary hearings, arraignments, pre-trial motions, plea negotiations, trials, and sentencings

Office of the Cook County Public Defender: Homicide Task Force, Chicago, IL

Law Clerk, September 2014 – May 2015

- Drafted pre-trial motions and argued one Motion to Suppress Consensual Overhear Recordings
- Assisted in a first degree murder trial, including a cross-examination of a witness
- Interviewed clients and witnesses at the Cook County jail

Northwestern Bluhm Legal Clinic, Juvenile Justice: Criminal Trials and Appeals, Chicago, IL

Clinical Student, September 2014 – May 2015

- Represented youth involved in the the Cook County Juvenile Justice system
- Advocacy included client and witness interviews, pre-trial motions, plea negotiations, and sentencings

Federal Defenders of New York, Eastern District, Brooklyn, NY

Legal Intern, May 2014 – July 2014

- Actively assisted in the representation of a client at trial from pre-trial motions through sentencing
- Drafted sentencing memorandum and orally argued at sentencing before a district court judge
- Represented clients charged with federal misdemeanors and negotiated with federal agents
- Researched and drafted motions, briefs, and memoranda on a variety of legal issues

Northwestern Bluhm Legal Clinic, Criminal Law: Death Penalty, Chicago, IL

Clinical Student, September 2013 – May 2014

- Researched and drafted motions, briefs, and legal memoranda for various post-conviction proceedings in federal and Texas state courts

New York Legal Assistance Group (NYLAG), New York, NY

Legal Intern, Foreclosure Prevention Project, May 2013 – August 2013

- Assisted *pro se* defendants with answers, both in English and Spanish
- Evaluated loan modification eligibility and prepared modification applications

LANGUAGE SKILLS

Fluent in Spanish

Danae Kovac

SUMMARY

Solutions-oriented non-profit professional experienced in effectively communicating messaging to supporters, clients, and key stakeholders; strategically implementing and improving systems to enhance operations; and utilizing technology to increase organizational efficiencies.

EXPERIENCE

Deputy Director

December 2014 – present

Director of Operations & Development

April 2013 – December 2014

Lawndale Christian Legal Center | Chicago, IL

- Lead and execute organization development strategy including grant writing, corporate giving, special events, and individual donors.
- Manage budgeting, tracking, and reporting for awarded grant programs.
- Administer and maintain organizational financial books, including paying bills, tracking invoices, preparing financial reports for the Board of Directors, and meeting tax responsibilities in a timely manner.
- Oversee human resources and office administration activities, including ordering office supplies, coordinating payroll payments, and managing utilities and IT.
- Supervise diversion, after school, and mentoring programming for court-involved youth. Supervise 3-4 full time employees.

Director of Operations & Marketing

September 2011 – April 2013

Manager of Marketing & Special Projects

August 2010 – August 2011

Special Projects Coordinator

October 2008 – July 2010

Women's Business Development Center | Chicago, IL

- Manage organization communication and develop marketing materials. Created marketing department and transitioned newsletters from print to electronic. Oversaw rebranding including creation of new logo and tagline. Launched social media programs and grew following to over 1,100 Facebook fans and 1,100 Twitter followers.
- Support development staff in writing grant proposals and reports. Write annual reports, newsletters, individual donor solicitations and thank you letters.
- Direct IT activities. Selected new website vendor through RFP process. Redesigned and launched website.
- Responsible for Human Resources activities for 26 employees including payroll, employee benefits, hiring, onboarding and departures.
- Manage bookkeeping functions including accounts payable, accounts receivable and vendor contracts.
- Improve database systems for client data collection, tracking and internal and external reporting.
- Develop and implement new electronic donor relationship tracking system for \$1.7 million annual contributions.
- Oversee facilities administration, equipment management and supplies inventory.
- Supervise 6-8 full-time employees.
- Acted as liaison to Board of Directors. Organized board meetings and wrote agendas and minutes.

Staff Assistant to the Deputy Executive Director

September 2007 – May 2008

American Educational Research Association | Washington, DC

- Provided direct support and training to Association members in areas of governance, IT, meetings and membership.
- Produced, tracked and proofread correspondence, memoranda and reports. Accurately responded to internal and external communications in a timely and professional manner.
- Edited and maintained Association website using Extron CMS 400 software.

- Prepared and processed expense reports and general accounts billing.
- Worked collaboratively with other staff members to ensure the success of Association-wide events, including the AERA Annual Meeting of 16,000 attendees.

Program Assistant AmeriCorps VISTA

June 2006 – June 2007

The Enterprising Kitchen | Chicago, IL

- Increased program capacity for a nationally recognized social enterprise job training program for women through client-tracking database management and reporting.
- Interacted daily with program participants, providing resource coordination and experiential job training.
- Created new program and participant evaluation tools in collaboration with Program Director.
- Managed and filed monthly reports for local government funder.
- Created program marketing brochure and quarterly newsletter.

Intern

August – December 2005

Bethel New Life, Inc. | Chicago, IL

- Conducted community survey and compiled the results of 250 surveys for Bethel's Community Building Department.
- Assisted Supportive Housing staff with organization and programs for children.
- Actively participated in community development through attending meetings, participating in community development events, and networking.

EDUCATION

B.A. Sociology, Minor Mathematics, magna cum laude

Wheaton College | Wheaton, IL

- Urban Studies Certificate: Wheaton in Chicago
- Alpha Kappa Delta (Sociology Honor Society) and Pi Mu Epsilon (Mathematics Honor Society)

TECHNICAL SKILLS

- Microsoft Office Suite
- QuickBooks, Authorize.net
- Website Content Management Systems (Dot Net Nuke, WordPress, Extron CMS 400, Quickflex)
- Social Media (Facebook, Twitter, LinkedIn)

AFFILIATIONS

- | | |
|------------------------------------------------------------------|-----------------------------|
| • Korean Adoptees of Chicago, Board Member | 2008 – 2011, 2012 – present |
| • Chicago Foundation for Women, Young Women's Leadership Council | 2010 – 2011 |

KATRIN MALDRE

SUMMARY OF PROFESSIONAL QUALIFICATIONS

- Familiarity with all aspects of program evaluation (10+ years of experience)
- Experience with planning and management of social service programs
- Comprehensive knowledge of proposal writing, data collection, data management, analysis, and report writing
- Very good knowledge of SPSS, HLM, and Office programs
- Working knowledge of Excel and Access programs
- Years of working experience in NGO-s, holding different positions and different levels of responsibility
- Extensive program development experience, including record keeping, funding/referral, strategic planning and organizational capacity development
- Experience in both organizing conferences as well as presenting own work
- Excellent time management skills, ability to work as a member of the team, experience in working successfully with diverse populations

EDUCATION

- University of Chicago, School of Social Service Administration, PhD 2011**
- University of Alabama, Master of Social Work, Concentration on Planning and Management, 1997**
- Tartu State University (Estonia), Department of Pediatrics, 1987**

PROFESSIONAL EXPERIENCE

Mansfield Institute for Social Justice and Transformation (MISJT), Roosevelt University

Senior Program Evaluator, Post-Doctoral Fellow

- Developing questionnaires for studying restorative justice in Chicago Schools
- Developing questionnaires for students and professors to study Transformational Service-Learning at the Roosevelt University;
- Reporting on Transformational Service-Learning and Restorative Justice to MISJT and the University

"Illinois Health Cares" Illinois Public Health Institute/Illinois Center for Violence Prevention

Program evaluator

- Designing, managing and performing evaluation studies
- Data collection, management, analysis and report writing
- Technical assistance to staff on evaluation and presentations of evaluation findings

International Society for Prevention of Child Abuse and Neglect, Technical Assistance and Consultation program manager

- Coordinated and contributed to development of the international child abuse screening program
- Participated in instrument development for consultation and technical assistance purposes
- Wrote proposals for external funding (e.g., child abuse screening in East Africa)
- Managed, supervised, and reported on grant-funded child abuse training programs in different countries
- Developed relationships with different partner organizations

Graduate research assistant at the Chapin Hall Center for Children, and University of Chicago

- Data collection; data management and analysis; report writing

Graduate research and teaching assistant at the University of Alabama, School of Social Work

- Qualitative research experience in project "Media Reflections of School Shootings".

U.S. Baltic Foundation Eesti Sihtasutus, director

- Supervised projects and office management, built coalitions with local businesses and officials

European Union PHARE project "Birth: Before and After", project director

ADDITIONAL EMPLOYMENT HISTORY and REFERENCES AVAILABLE UPON
REQUEST

- Set up and managed a new social service NGO that served multi-problem pregnant women and families with young children

Tallinn University, Department of Social Work, lecturer and manager of international affairs

- Taught a course on social work direct practice
- Developed departmental international relations, including correspondence, facilitated scientific exchange programs
- Planned, organized and presided the meeting where the Baltic Association of Schools of Social Work was founded in 1997

Internship at the National Center on Child Abuse and Neglect, Washington, D.C.

- Constructed and administered a questionnaire on managed care activities in child welfare in the states, wrote a report based on the findings

European Union project "Deinstitutionalization of children", social worker counselor

- Case management work to return children from institutions to biological or foster homes
- Developed relationship with local communal, social, and educational organizations to secure support for reunited families
- Wrote report on project activities

Tallinn Central Child Health Clinic, district pediatrician

- Responsible for primary health care and health education of 800 children residing in the district

PRESENTATIONS

- Annual meetings of Illinois Health Cares program coordinators, Springfield, March 2011-2014
- Child Helplines International V Annual Meeting, Amman, Jordan, 2008: "Child Abuse Prevention and ISPCAN Role in International Collaboration"
- Society for Social Work and Research 10th Annual Conference, San Antonio, 2006. "Developing Short-Form Instruments for Child Welfare Field Practice: Scales for Assessment of Parenting, Mental Health, Deprivation and Stress"
- European Conference of Prevention of Child Abuse and Neglect, Oslo, Norway, 1995: "Bringing Abandoned Children Home"
- 5th Nordic Conference on Child Maltreatment, Reykjavik, Iceland, 1992. Poster: "Situation of Children in Estonia"
- 1st Conference of Estonian Social Workers, Tallinn, Estonia, 1997: "Social Work Education in the United States"
- Annual Meeting of Baltic Schools of Social Work, Tallinn, Estonia, 1997: "Baltic Collaboration in Social Work"
- 14th World Congress of International Society of Child Psychiatry and Allied Professions, Stockholm, Sweden, 1999: "Development of Systems of Care for Children: Estonian Experience"

PUBLICATIONS

- Courtney, M.E., McMurtry, S.L., Bost, N., Maldre, K., Power, P., & Zinn, A. (2002). An Evaluation of Safety Services in Milwaukee County. Chicago: Chapin Hall Center for Children at the University of Chicago
- Courtney, M.E., McMurtry, S.L., Bost, N., Maldre, K., Power, P., & Zinn, A. (2003). An Evaluation of Safety Services in Milwaukee County, Part II. Chicago: Chapin Hall Center for Children at the University of Chicago

PROGRAM REPORTS

- "Survey of the Course Instructors" (2015). Report to MISJT on Transformational Service-Learning
- "Transformational Service-Learning at Roosevelt University: A Pilot Study" (2015). Report to RU
- "Restorative Justice at Namaste Charter School" (2015). Report to MISJT and Namaste School
- "Illinois Health Cares: Annual Aggregated Reports" (2008-2013). Program reports to IVPA and IJJA
- "Illinois Health Cares: Five-Year Comprehensive Report" (2014). Final Program Report to IJJA.

ADDITIONAL INFORMATION

- Fluent in Estonian, English, Russian languages; intermediate Swedish; read with dictionary in Spanish, Italian, Norwegian and Finnish.

ADDITIONAL EMPLOYMENT HISTORY and REFERENCES AVAILABLE UPON REQUEST

Section I: Sub-contracting

Lawndale Christian Legal Center (LCLC) will subcontract with the Mansfield Institute for Social Justice and Transformation (MISJT) at Roosevelt University for third-party evaluation of the Restorative Justice Community Court (RJCC). LCLC has allocated \$14,933 for this subcontract.

LCLC will also subcontract with member organizations of the North Lawndale Community Restorative Justice Hub (RJ Hub) as part of its collaborative service model for court involved young adults. Based on the unique needs of each young adult served, LCLC will subcontract with RJ Hub member organizations throughout the grant term to connect the individual to services. Services offered by the RJ Hub include case management services, mental health counseling, substance abuse treatment, community service opportunities, legal services, job training and placement, legal services, housing, after school programming, mentoring, educational enrollment, family support, sports programs, and residential treatment. RJ Hub member organizations who have agreed to provide services and submitted Letters of Support as part of this proposal include: Firehouse Community Arts Center, I AM ABLE Center for Family Development, Lawndale Amachi Mentoring Program, Lawndale Christian Development Corporation, Lawndale Community Church Hope House, Lawndale Community Church Wolfpack Sports, North Lawndale College Prep, North Lawndale Employment Network, Old St. Patrick's Church, Sankofa Safe Child Initiative, St. Agatha Church, Strategic Human Services/North Lawndale News, UCAN, and Young Men's Educational Network. LCLC has allocated \$50,000 for these subcontracts.

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 2

SCHEDULE OF COMPENSATION

Appendix I - Budget Form

Local Travel							
Purpose	Staff Name	Mileage Rate	No. Miles	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
None				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Out of Town Travel							
Purpose and Person(s) Traveling	Airfare	Lodging	Per Diem	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
Total Travel				\$0.00	\$0.00		\$0.00
EQUIPMENT							
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
None				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Equipment				\$0.00	\$0.00		\$0.00
MATERIALS & SUPPLIES							
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
None				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Materials & Supplies				\$0.00	\$0.00		\$0.00

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:	Roosevelt University Mansfield Institute for Social Justice
Organization Address:	430 S. Michigan Ave. Chicago IL 60305
Name/Title of Agency Liaison:	Heather Dalmage, Director & Nancy Michaels, Assoc. Director

PERSONNEL

Name and Title	Calculation	Item Cost
Katrin Maldre, Program Evaluator	333 hours commitment to project, 2 months @ 75% FTE (\$6666.66) and 9 months at 17% FTE (\$6666.34)	\$13,333.00
Total Personnel		\$13,333.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Travel between university community & court	\$0.54/mile reimbursement x 555 miles	\$300.00
Total Travel		\$300.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Printing, paper and other misc supplies	\$41.67/month x 12 months	\$500.00
Tablet for field work	current retail price for a Microsoft Surface or comparable tablet	\$800.00
Total Materials & Supplies		\$1,300.00

OTHER DIRECT COSTS

	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER	\$14,933.00
--------------------------------------------------------------------	--------------------

Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled "Budget Guidance" is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council's specifications.

Applicant Organization Name:	Lawndale Christian Legal Center		
Project Name:	Restorative Justice Community Court (RJCC)		
Budget Contact Person:	Danae Kovac, Deputy Director	Phone:	773-762-6383
Contact Person's Email:	dkovac@lclc.net		

NOTE: Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

BUDGET CATEGORY – PERSONNEL

List each position by title and name of employee if available. Explain each position's role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

Executive Director/Lead Attorney, Cliff Nellis: Mr. Nellis is the project lead. As project lead, Mr. Nellis leads the North Lawndale Restorative Justice Hub (RJ Hub), is the main point of contact with the Circuit Court partners in planning the RJCC, and supervises LCLC staff assigned to this project. 10% of Mr. Nellis' time is allocated to this project, but costs will be covered by other funds. This is an existing position.

Restorative Justice Practitioner, Jeramey Winfield: Mr. Winfield supports Mr. Nellis in all aspects of leading the RJ Hub. This includes communicating with all RJ Hub partners, helping to coordinate services through the collaborative service model, and gathering required data. 25% of Mr. Winfield's time is allocated to this project. This is an existing position.

Attorney, Cristina Law: Ms. Law provides legal services to young adults served through the RJ Hub. Legal services are one of many community-based services available to young adults through this project. Ms. Law will help to coordinate services through the collaborative service model. 50% of Ms. Law's time is allocated to this project, and LCLC is requesting \$20,000 in JAC funds toward her salary. This is an existing position.

Deputy Director, Danae Kovac: Ms. Kovac is responsible for contract compliance and grant reporting. Ms. Kovac will also help to coordinate the training part of the project. 10% of Ms. Kovac's time is allocated to this project. This is an existing position.

BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which budgeted positions in the Personnel line will be receive fringe benefits.

Appendix II – Budget Narrative Form

Fringe benefits are calculated as 7.65% FICA (6.2% Social Security + 1.45% Medicare).

Grant funds will cover a portion of the fringe benefits for Jeramey Winfield, Restorative Justice Practitioner and Danae Kovac, Deputy Director. All other fringe benefits will be covered by other funds.

BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

None

BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

None

BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

None

BUDGET CATEGORY – CONSULTANT / CONTRACTS

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

Mansfield Institute for Social Justice and Transformation (MISJT) at Roosevelt University: LCLC has allocated \$14,933. MISJT will work with LCLC to provide third-party evaluation of the RJCC. Funds will be used to cover personnel costs for Katrin Maldre, Program Evaluator, travel, and materials and supplies.

Restorative Justice Hub member organizations: LCLC has allocated \$50,000. Funds will be subcontracted to RJ Hub member organizations for services provided to young adults served under this grant. Subcontracts will be determined throughout the grant period based on the needs of individuals served. RJ Hub member

Appendix II – Budget Narrative Form

organizations who have agreed to provide services and submitted Letters of Support include: Firehouse Community Arts Center, I AM ABLE Center for Family Development, Lawndale Amachi Mentoring Program, Lawndale Christian Development Corporation, Lawndale Community Church Hope House, Lawndale Community Church Wolfpack Sports, North Lawndale College Prep, North Lawndale Employment Network, Old St. Patrick's Church, Sankofa Safe Child Initiative, St. Agatha Church, Strategic Human Services/North Lawndale News, UCAN, and Young Men's Educational Network.

BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

None

BUDGET CATEGORY – INDIRECT COSTS

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

None

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
127 North Walnut St
Itasca IL 60143

CONTACT NAME: Rachael knepper
PHONE (A/C, No, Ext): 630-595-5300 **FAX (A/C, No):** 630-694-4401
E-MAIL ADDRESS: rachael_knepper@ajg.com

INSURED **LAWNCHR-01**
Lawndale Christian Legal Center
1530 S Hamlin Avenue
Chicago IL 60623

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Artisan & Truckers Casualty Company	10194
INSURER B : First Nonprofit Insurance Company	10859
INSURER C : Travelers Property Casualty Co of A	25674
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1152428543**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NPP100241602	12/1/2015	12/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		02274261-3	6/26/2016	6/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6JUB8D84356315	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP No. 1653-15268

CERTIFICATE HOLDER

Cook County
118 N. Clark St
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15268	Date: 3/3/16
Total Bid or Proposal Amount: \$100,000	Contract Title: RJCC Evaluation
Contractor: Lawndale Christian Legal Center	Subcontractor/Supplier/ Subconsultant to be added or substitute: Mansfield Institute for Social Justice & Transformation
Authorized Contact for Contractor: Danae Kovac	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nancy Michaels
Email Address (Contractor): dkovac@lclc.net	Email Address (Subcontractor): nmichaels@roosevelt.edu
Company Address (Contractor): 1530 S. Hamlin Avenue	Company Address (Subcontractor): 430 S. Michigan Avenue
City, State and Zip (Contractor): Chicago, IL 60623	City, State and Zip (Subcontractor): Chicago, IL 60605
Telephone and Fax (Contractor): ph: 773-762-6983/fax 773-762-9124	Telephone and Fax (Subcontractor): 312-341-2150
Estimated Start and Completion Dates (Contractor): 7/1/16 - 6/30/17	Estimated Start and Completion Dates (Subcontractor): 7/1/16 - 6/30/17

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
evaluation of Restorative Justice Community Court	\$14,933

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Lawndale Christian Legal Center
Name Danae Kovac
Title Deputy Director
Prime Contractor Signature Danae Kovac Date 3/3/16

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 5

MBE/WBE UTILIZATION PLAN

CONTRACT NO. 1653-15268B

Vendor: Lawndale Christian Legal Center

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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1st District

ROBERT STEELE
2nd District

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3rd District

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15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

June 28, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Lawndale Christian Legal Center
Contract No. 1653-15268B
Restorative Justice Demonstration Grants
Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Kevin Casey, OCPO
Patrick McPhilmy, JAC

Contract No. 1653-15268B
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

1530 S. Hamilton Avenue, Chicago, IL 60623

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) X The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Lawnside Christian Legal Center

D/B/A: _____

FEIN NO.: 27-2285007

Street Address: 1530 S. Hamlin Avenue

City: Chicago

State: IL

Zip Code: 60623

Phone No.: 773-762-6381

Fax Number: 773-762-9121

Email: dkovac@lclc.net

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) 501c3 non-profit

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>None</u>		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>None</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
<u>Wayne Gordon</u>	<u>3827 W. Ogden Ave, Chicago</u>	<u>President</u>	<u>2016-2017</u>
<u>Joseph Atkins</u>	<u>3827 W. Ogden Ave, Chicago</u>	<u>Vice President</u>	<u>2016-2017</u>
<u>Chelsea Johnson</u>	<u>3827 W. Ogden Ave, Chicago</u>	<u>Secretary</u>	<u>2016-2017</u>
<u>Bruce Miller</u>	<u>3860 W. Ogden Ave, Chicago</u>	<u>Treasurer</u>	<u>2016-2017</u>

Declaration (check the applicable box):

- [☒] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Cliff Nellis
Name of Authorized Applicant/Holder Representative (please print or type)
Cliff Nellis
Signature
cnellis@lclc.net
E-mail address

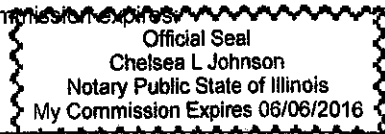
Executive Director/Lead Attorney
Title
3-2-16
Date
773-762-6381
Phone Number

Subscribed to and sworn before me
this 2nd day of March, 2016

X

Chelsea Johnson
Notary Public Signature

My commission expires



Notary Seal



COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Lawndale Christian Legal Center

Address of Person Doing Business with the County: 1530 S. Hamlin Avenue, Chicago, IL 60623

Phone number of Person Doing Business with the County: 773-762-6381

Email address of Person Doing Business with the County: dkovac@lclc.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Danae Kovac, Deputy Director, 773-762-6383, dkovac@lclc.net

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP No. 1653-15268

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Kevin Casey, Specifications Engineer III, 312-603-6830, kevin.casey@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Lanetta Haynes Turner, Executive Director, 312-603-1133, lanetta.haynesturner@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Danue Kovac

Signature of Recipient

2/23/16

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: RFP No. 1653-15268

County Using Agency (requesting Procurement): Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Lawndale Christian Legal Center

Substantial Owner Complete Name: _____

FEIN# 27-2285007

Date of Birth: _____

E-mail address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Home Phone: (____) _____ - _____

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **(NO)**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **(NO)**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **(NO)**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **(NO)**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **(NO)**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **(NO)**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Cliff Nellis Date: 3-2-16

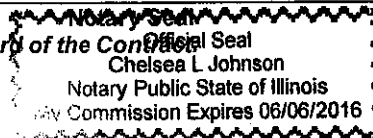
Name of Person signing (Print): Cliff Nellis Title: Executive Director / Lead Attorney

Subscribed and sworn to before me this 2nd day of March, 20 16

X

Chelsea Johnson
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Lawndale Christian Legal Center
Corporation's Name

Wayne Gordon
President's Printed Name and Signature

773-762-6389
Telephone

coach@lawndalechurch.org
Email

Chelsea Johnson
Secretary Signature

2/24/16
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

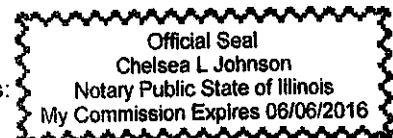
Date

Telephone and Email

Subscribed and sworn to before me this
24th day of February, 2016

Chelsea Johnson
Notary Public Signature

My commission expires:

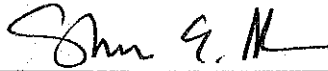


Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF July, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1653-15268 B

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 100,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date